A RESOLUTION BY **ADMINISTRATION COMMITTEE PUBLIC SAFETY/ LEGAL** SHALL BE CHARGED TO AND PAID WORK UNDER THIS ATLANTA. GENERAL, BEHALF OF FOR 180 MEMORIAL DEVELOPMENT ENTER INTO AN APPROPRIATE AUTHORIZING THE MAYOR NUMBER 1B05 525001 S22001. FROM FUND ACCOUNT AND CENTER LEASE AGREEMENT WITH WILGREEN Refferred To: Referred To: Date Referred Date Referred Referred To: Date Referred REGULAR REPORT RECOUNCIL PERSONAL PAPER REFER ADVERTISE & REFER CONSENT REFER 1st ADOPT 2nd READ & REFER (Do Not Write Above This Line) CITY ALL THE <u>၀</u> CORPORATION COURT CONTRACTED AGREEMENT DRIVE ON **№** -0618 SOLICITOR ADOPTED BY MAY 0 5 2003 유 Fav, Fav, Adv, Hold (see rev. side) Other Committee Date Referred To dv, Hold (see rev. side) **C**ommittee Committee Members Refer To Refer To Other Action 2 Chair Wood First Reading Fav, Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side) Committee Committee Members Refer To Members Refer To Action Other Action Chair Chair Date Date □ 2nd ☑ Consent ATLANTA CITY COUNCIL PRESIDENT FINAL COUNCIL ACTION ПП MAY 0 5 2003 MAYOR'S ACTION MAY 0 5 2003 CERTIFIED ☐ 1st & 2nd Readings U Vote W. WHIND Z/RC Vote





03- 2-0618

A RESOLUTION BY

PUBLIC SAFETY/LEGAL ADMINISTRATION COMMITTEE

AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE LEASE RENEWAL AGREEMENT WITH WILGREEN DEVELOPMENT CORPORATION FOR 180 MEMORIAL DRIVE ON BEHALF OF THE SOLICITOR GENERAL, CITY COURT OF ATLANTA. ALL CONTRACTED WORK UNDER THIS AGREEMENT SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 1B05 525001 S22001.

WHEREAS, Wilgreen Development Corporation has suitable space to lease that is within a reasonable distance from the other operations of City Court of Atlanta ("City Court"), located at 180 Memorial Drive in downtown Atlanta; and

WHEREAS, the previous lease for this space was entered into December 20, 1996, for one year ending December 31, 1997, and contained four one-year options to renew. The lease expired December 31, 2001, and it has been continued on a month-to-month basis; and

WHEREAS, the Chief Procurement Officer and the Solicitor General of the City Court have recommended that the lease for 180 Memorial Drive be entered into.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Chief Procurement Officer be and is hereby authorized to enter into an appropriate lease agreement with Wilgreen Development Corporation for the Solicitor General of the City Court.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate lease for execution by the Chief Procurement Officer, to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that this lease shall not become binding on the City, and the City shall incur no liability upon same until such agreement has been executed by the Chief Procurement Officer and delivered to the contracting parties.

BE IT FURTHER RESOLVED, that all revenue generated under this contract shall be charged to and paid from Fund, Account and Center Number 1B05 525001 S22001.

(DOP-CLH/clh-3/26/03)

A true oopy,

Deputy Clerk

ADOPTED by the City Council APPROVED by the Mayor

May 5, 2003 May 13, 2003



LEASE AGREEMENT

ille adopt in the

THIS LEASE AGREEMENT made this 20 day of December, 1996, between WILGREEN DEVELOPMENT CORPORATION, hereinafter referred to as "Lessor" and THE CITY OF ATLANTA, hereinafter referred to as "City" or "Tenant".

WITNESSETH:

WHEREAS, the <u>Traffic Court Solicitor's Office</u> is currently located at 260 Central Avenue, S.W.; and

WHEREAS, the existing facility lacks adequate space for the Solicitors to carry out their prosecutorial functions; and

WHEREAS, the 1996 Georgia General Assembly mandated a significantly increased staffing level for the Traffic Court Solicitor; and

WHEREAS, Wilgreen Development Corporation has suitable space to lease that is within a reasonable distance from the other operations of Traffic Court, located at 180 Memorial Drive in downtown Atlanta; and

WHEREAS, the City of Atlanta is authorized to enter into this agreement by Ordinance 96-O-1685 adopted by the City Council on November 18, 1996, and approved by the Mayor on November 25, 1996, attached hereto as Exhibit "A".

NOW THEREFORE, IN CONSIDERATION OF THE SUM OF TEN (\$10.00) DOLLARS, THE RESPECTIVE PROMISES AND COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, WILGREN DEVELOPMENT CORPORATION AND THE CITY OF ATLANTA DO HEREBY COVENANT AND AGREE AS FOLLOWS:



Paragraph One

The City of Atlanta does hereby lease property from Wilgreen Development Corporation at 180 Memorial Drive, SW, Atlanta, Georgia, consisting of 9,400 square feet of office space.

Paragraph Two

The premises is leased for a term of one (1) year to commence on January 1, 1997 and end on December 31, 1997. Provided neither party is in default under the terms and conditions of this Lease, Tenant shall have the option of renewing this Lease for four (4) additional terms of one (1) year each. Tenant must give the Lessor written notice of its election to exercise such renewal options via certified U.S. Mail, return receipt requested, not less than thirty (30) days prior to the expiration of the original term or any option term, as the case may be. In the event the Tenant may fail to renew, but remains in possession and occupancy of the premises, there shall be established a month-to-month tenancy at the monthly rental amount stated herein in Paragraph Four.

Paragraph Three

The premises shall be used office space for the Office of the Solicitor General of the City Court of Atlanta and related operations. Lessor represents that the premises may lawfully be used for this purpose.

Paragraph Four

The monthly rental amount for the premises during year one of this lease is \$7,000.00 to be paid on or before the fifth day of each month. Rent shall increase by four percent (4%) at the first renewal term and shall increase by four percent each renewal term thereafter.

Paragraph Five

Premises shall not be used for any illegal purposes; nor in a manner to create any nuisance or trespass; nor in any way which could violate any law, ordinance or restrictive covenant affecting the premises.

Paragraph Six

Lessor or its duly authorized representatives may enter upon the said premises at any and all reasonable times during the term of this Agreement for the purpose of determining whether or not Tenant is complying with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor. Notwithstanding the foregoing, Lessor shall not have the right to access to attorney-client or other legally privileged material that may be maintained by Tenant in said office space.

Paragraph Seven

Either party to this lease may terminate said lease at the end of any term or renewal upon the giving of one month's written notice of its intention to terminate to the other party, in the manner specified in paragraph seventeen.

Paragraph Eight

Tenant shall have the obligation to maintain and to keep in good order the entire interior of the premises and to maintain the exterior doors and any plate glass. Tenant shall maintain the cleanliness and good order of the parking lot. Tenant shall also be required to maintain the HVAC, electrical and plumbing fixtures and systems located on the interior of the premises, provided that those systems are in good repair at the commencement of this lease. Any costs to bring the foregoing systems up to a well-functioning standard at the commencement of this lease shall be borne by Lessor unless such costs are caused by the renovations performed by Lessee. Tenant shall be responsible for all interior renovations and improvements not currently present on the property.

Paragraph Nine

Tenant agrees to return the premises in the same condition in which it entered said premises, except for the improvements made by Tenant as referred to in paragraph 8, and for usual wear and tear.

Paragraph Ten

Lessor shall be responsible for all structural maintenance and repairs including the foundation, exterior walls, and the roof, exclusive of painting, covering and finish materials. Lessor shall also pay all property tax assessments as they come due. Tenant shall pay all utility charges, including but not limited to water, gas, electricity, fuel, sewer and other such charges.

Paragraph Eleven

Lessor agrees to maintain fire and hazard insurance on the premises as it may deem appropriate. Lessor shall not be obligated to carry insurance on any equipment, fixtures or personal property of Tenant, and Lessor shall have no liability to Tenant for any loss, or damage to any equipment, fixtures or personal property of Tenant in the premises. Landlord acknowledges that Tenant is a self-insured municipality with governmental immunity from tort liability.

Paragraph Twelve

Tenant agrees not to abandon or vacate leased premises during the period of this lease and agrees to use said premises for the purpose herein leased until the expiration or termination hereof.

Paragraph Thirteen

If the premises are totally destroyed by storm, fire, lightning, earthquake, Act of God, other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Tenant as of the date of such destruction. If the premises are damaged but not wholly destroyed by any of such casualties, then, at the option of Tenant, this lease may be terminated.

Paragraph Fourteen

Tenant may not sublease said premises or assign this lease without the prior written approval of the Lessor.

Paragraph Fifteen

This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Lessor. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by the written consent of Lessor.

Paragraph Sixteen

Lessor's liability under this lease to Tenant shall be limited to Lessor's interest in the demised premises.

Paragraph Seventeen

All notices required pursuant to the terms of this Agreement shall be sent by United States Postal Services, certified mail, return receipt requested to the principal place of business of each of the parties hereto, as specified below:

If to the Wilgreen Development Corporation:

Larry E. Wilkensky Wilgreen Development Corp. 1801 Peachtree Road, N.E. Suite 340 Atlanta, Georgia 30309 Telephone: 404.351.8803 Facsimile: 404.351.3771

If to the City of Atlanta:

Commissioner of Administrative Services 68 Mitchell Street, SW Suite 3250 City Hall Tower Atlanta, Georgia 30335-0303 Telephone: 404.330.6351

Facsimile: 404.658.7180

City Attorney 68 Mitchell Street, S.W. Suite 4100 City Hall Tower Atlanta, Georgia 30335-0332 Telephone: 404.330.6400 Facsimile: 404.658.6894

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year and day first above written.

WILGREEN DEVELOPMENT CORPORATION

WILGREEN DEVELOPMENT CORPORA	11014
Secretary (Seal)	Fresident/Vice President V.P.
CITY OF ATLANTA, GEORGIA Surface From Municipal Clock (Spal) Sommissioner, Department of Administrative Services	Bill Campbell, Mayor Chief Operating Officer
Director, Bureau of Purchasing & Real Estate	Solicitor General City Court of Atlanta
Approved as to Form:	Approved:
Senior Assistant City Attorney RAR.law.December 18, 1996	Acting Chief Financial Officer



OFFICE OF SOLICITOR GENERAL CITY COURT OF ATLANTA

180 MEMORIAL DRIVE, S.W. ATLANTA, GA. 30335 TELEPHONE: (404) 658-6922 FACSIMILE: (404) 658-6989

Solicitor General JOSEPH J. DROLET

FACSIMILE COVER SHEET

FACSIMILE COVER SHEET				
Number of faxed pages (including cover sheet):				
TO: Roquemore DATE: 01/05/2001				
FAX NO.404-658-7705 TELEPHONE NO				
FROM: Sandra Thompson				
Ronald, this is the lease on 180 Memorial Drive. That I discussed with you.				
You can reach me at 404-658-6922				

SENDING REPORT

Jan. 25 2001 12:55PM

	OTHER EACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT
		Jan. 25 12:52PM		SND	07	OK
Ø1	4046361103	30.11. 20 22 22				

TO TURN OFF REPORT, PRESS MENU #04 SET. THEN SELECT OFF BY USING JOG-DIAL.

IF YOU HAVE A PROBLEM WITH YOUR FAX MACHINE, CALL 1-800-HELP-FAX (1-800-435-7329).

Atlanta City Council

Regular Session

CONSENT I Pgs. 1-15: Except 03-R-0616; 03-O-0672 03-R-0629; 03-O-0449 ADOPT

> YEAS: 12 NAYS: 0 ABSTENTIONS: 0 NOT VOTING: 4 EXCUSED: 0 ABSENT 0

Y	Smith	NV	Archibong	Y	Moore	Y	Mitchell
Y	Starnes	Y	Fauver	Y	Martin	NV	Norwood
NV	Young	Y	Shook	Y	Maddox	Y	Willis
Y	Winslow	Y	Muller	Y	Boazman	NV	Woolard

FULL COUNCIL MEETING 5/05/03

39. 03-R-0606

Items Adopted on the Consent Agenda Items Adversed on the Consent Agenda 1. 03-O-0654 36. 03-R-0624 58.03-R-0641 59. 03-R-0642 2. 03-O-0657 37. 03-R-0625 38. 03-R-0626 60. 03-R-0643

61.03-R-0644

62. 03-R-0646

- 5. 03-O-0674 40. 03-R-0609 6. 03-O-0675 41. 03-R-0610
- 7. 03-O-0676 42. 03-R-0611
- 8. 03-O-0548 43. 03-R-0612
- 9. 03-O-0666 44. 03-R-0613 10. 03-O-0652 45. 03-R-0614
- 11.03-O-0107 46. 03-R-0615
- 12.03-0-0495 47. 03-R-0630
- 13. 03-O-0540 48. 03-R-0659
- 14. 03-O-0567 49.03-R-0694
- 15. 03-O-0568 50. 03-R-0627 16. 03-O-0573 51. 03-R-0635
- 17. 03-O-0594 52. 03-R-0636
- 18. 03-O-0661 53. 03-R-0637
- 54. 03-R-0638 19. 02-O-0680
- 55. 03-R-0639 20. 03-O-0435
- 21. 03-O-0547 56. 03-R-0640
- 22. 03-R-0596 57. 03-R-0645
- 23. 03-R-0597

3. 03-O-0664

4. 03-O-0673

- 24. 03-R-0599
- 25. 03-R-0603
- 26. 03-R-0604
- 27. 03-R-0605
- 28. 03-R-0607
- 29. 03-R-0366
- 30. 03-R-0618
- 31.03-R-0619
- 32. 03-R-0620
- 33. 03-R-0621
- 34. 03-R-0622
- 35. 03-R-0623

12Yeas; 0 Nays: (See RCS #4709) (1st Consent Vote: 13Yeas; 0 Nays Consent I Vote: (See RCS #4667); Reconsidered:12 Yeas; 1 Nay (See RCS #4708))

Items Removed from the Consent Agenda: 03-R-0616; 03-O-0672; 03-R-0629; 03-O-0449

TRANSMITTAL FORM FOR LEGISLATION

ATTN: GREG PRIDGEON TO: MAYOR'S OFFICE Ordan LAmin Contact Person: Chip Henry x6700 Originating Department: Solicitor Cynthia Zachery x6057 Committee(s) of Purview: Public Safety /Legal Council Deadline: April 11, 2003 **Administration Committee** Full Council Date: May 5, 2003 Committee Meeting Dates(s): April 29, 2003 **CAPTION** AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE LEASE RENEWAL AGREEMENT WITH WILGREEN DEVELOPMENT CORPORATION FOR 180 MEMORIAL DRIVE ON BEHALF OF THE SOLICITOR GENERAL, CITY COURT OF ATLANTA. THIS LEASE SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 1B05 525001 S22001. **BACKGROUND** A contract between the City of Atlanta and Wilgreen Development Corporation will continue to provide space for the Office of the Solicitor General, City Court of Atlanta at 180 Memorial Drive, for 9 months, April through December, 2003. FINANCIAL IMPACT (if any) The amount of this renewal agreement shall not exceed \$78,946.47. Mayor's Staff Only (date) Submitted to Council:

Amended

Held

Other

(date)

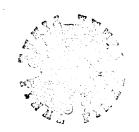
Adversed

Referred

_Approved

Substitute

Action by Committee:





03- 2-0618

A RESOLUTION BY

PUBLIC SAFETY/LEGAL ADMINISTRATION COMMITTEE

AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE LEASE RENEWAL AGREEMENT WITH WILGREEN DEVELOPMENT CORPORATION FOR 180 MEMORIAL DRIVE ON BEHALF OF THE SOLICITOR GENERAL, CITY COURT OF ATLANTA. ALL CONTRACTED WORK UNDER THIS AGREEMENT SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 1B05 525001 S22001.

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(DOP-CLH/clh-3/26/03)